

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Willie Flood,

Plaintiff,

v.

Nationwide Mutual Insurance
Company as surviving entity and/or
successor in interest to Harleysville
Mutual Insurance Company and
Harleysville Insurance Company,

Defendants.

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Civil Action No.: 2015-CP-38-00851

AMENDED SUMMONS

(Jury Trial Requested)

COPY
2015 AUG 10 4 10 PM
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CLERK OF COURT
ORANGEBURG, SC

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to Complaint upon the subscriber at their office, Post Office Box 3241 (29171), 519 Meeting Street, West Columbia, SC 29169, within thirty (30) days after service thereof, exclusive of the day of such service, or within (35) days if service is accomplished through United States Mail, exclusive of the day of such service, and if you fail to Answer the Complaint within time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in said Complaint.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

THE ALLEN LAW FIRM, P.A.

David K. Allen

David K. Allen, Esq.
Attorney for Plaintiff
P.O. Box 3241 (29171)
519 Meeting Street
West Columbia, SC 29169
o: (803) 764-2328
f: (803) 764-2548
David@TheAllenLawFirm.net

ATTEST: TRUE COPY

Wingy B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

West Columbia, South Carolina
August 10, 2015

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT

Willie Flood,)
)
Plaintiff,)
)
v.)
)
Nationwide Mutual Insurance)
Company as surviving entity and/or)
successor in interest to Harleysville)
Mutual Insurance Company and)
Harleysville Insurance Company,)
)
Defendants.)

Civil Action No.: 2015-CP-38-00851

AMENDED COMPLAINT

(Jury Trial Requested)

2015 AUG 10 A 10:15

FILED
WILLIE FLOOD
CLERK OF COURT
ORANGEBURG, SC

Plaintiff Willie Flood, by and through his undersigned counsel, complaining of the
above-named Defendant would respectfully show unto this Honorable Court the following:

JURISDICTION AND VENUE

1. Plaintiff is a resident and citizen of Orangeburg County, South Carolina.
2. Upon information and belief, Defendant Harleysville Insurance Co. (hereinafter "Harleysville") and Nationwide Mutual Insurance Company (as surviving entity and/or successor in interest of Harleysville Mutual Insurance Company) are corporations formed pursuant to the laws of one of the states of the United States and transacting substantial business in Orangeburg County, South Carolina. In addition to other bases for jurisdiction as alleged herein, Defendants are subject to the jurisdiction of this court pursuant to S.C. Code § 36-2-803(A)1, 3, 6, and 7.

ATTEST:
Wingy B. Leak
CLERK OF COURT
ORANGEBURG COUNTY, SC

FACTUAL ALLEGATIONS

3. Plaintiff renewed an insurance policy for homeowners' coverage with "Harleysville Mutual Insurance Company" covering the period from June 6, 2012 through June 6, 2013. The declarations page for this policy is attached hereto as "Exhibit A."
4. Upon information and belief, Harleysville Mutual Insurance Company entered into a merger agreement with Nationwide Mutual Insurance Company, wherein Nationwide Mutual Insurance Company was the surviving entity and successor in interest to Harleysville Mutual Insurance Company.
5. Plaintiff paid all necessary premium payments associated with the Harleysville Mutual Insurance Company (hereinafter "Harleysville") homeowner's insurance policy. Plaintiff continued to pay his quarterly premiums to Harleysville even after Harleysville's refusal to honor its obligations under the policy, and Harleysville has accepted all premiums paid by Plaintiff.
6. On or about August 17, 2012, Plaintiff's home sustained substantial roof, screen door, back door, and siding damage that resulted from a severe thunderstorm. The winds from the storm caused a large tree branch to fall onto a section of the roof located near the tree. Plaintiff was not at the residence during the storm, so several hours of rain and hail damaged the interior of the residence, as well.
7. Plaintiff timely reported this claim for damage to Harleysville within a few days of the storm.
8. Despite Plaintiff's timely report, it took Harleysville nearly two (2) months to have a contractor estimate the cost of repairs. Harleysville knew that Plaintiff had water

- coming into his home every time it rained during this period and thereafter.
9. In October 2012, Harleysville had Capstone ISG visit the Flood home to estimate the damage. The estimate (attached hereto as "Exhibit B") shows that the interior damage amounted to only \$1,014.60 and exterior damage of only \$512.72.
 10. Two (2) days after Capstone ISG inspected for their \$1,527.32 estimate for the interior and exterior repairs, Plaintiff had Welch's Quality Builders and Roofing, LLC inspect the home and prepare an estimate for only the exterior repairs and it is attached hereto as "Exhibit C." This estimate came to \$21,865 for the exterior repairs alone. Plaintiff also got an estimate for repairs from J.C. Glover's Home Maintenance, who estimated the interior and exterior damage to be \$33,520.00. This is attached hereto as "Exhibit D."
 11. Harleysville has only offered to pay Plaintiff \$1,000.00 for the damage to Plaintiff's home. Upon information and belief, Harleysville did not offer the full amount of their own \$1,527.32 estimate because they reduced it for deductibles and depreciation.
 12. As a direct and proximate result of Harleysville's refusal to pay a reasonable amount, Plaintiff's home has been left in state of disrepair since August 17, 2012.
 13. After sending Plaintiff a check totaling \$1,000, Harleysville has been mostly unresponsive. Plaintiff repeatedly made unsuccessful attempts to contact representatives of Harleysville in an effort to resolve their claim for homeowner's benefits.

FOR A FIRST CAUSE OF ACTION
Tortious Bad Faith Refusal to Pay an Insurance Claim

14. All other allegations contained herein, to the extent that they are not inconsistent herewith, are incorporated by reference.
15. For a term from June 6, 2012 to June 6, 2013, Plaintiff and Harleysville formed a

- mutually binding contract of homeowner's insurance.
16. Harleysville recklessly, carelessly, and negligently refused to pay Plaintiff's claim for homeowner's insurance benefits.
 17. Harleysville intentionally, willfully, and wantonly attempted to avoid paying most or all of the homeowner's insurance benefits to which Plaintiff was clearly entitled. Harleysville's refusal has impaired Plaintiff's rights to receive benefits for which he bargained in this contract of insurance.
 18. As a direct and proximate result of Harleysville's bad faith and negligent refusal to settle Plaintiff's claim for homeowner's insurance benefits, Plaintiff has sustained the following damages:
 - a. Unrepaired original storm damage to his home;
 - b. Further water and hail damage to Plaintiff's home caused by Harleysville's failure to pay for repairs;
 - c. Severe emotional distress associated with having to live in the damaged and unrepaired home for more than two (2) years prior to the filing of this Complaint;
 - d. Distress associated with living with mold and mildew in his home; and
 - e. Other such particulars as the evidence may show.

FOR A SECOND CAUSE OF ACTION
Breach of Contract

19. All other allegations contained herein, to the extent that they are not inconsistent herewith, are incorporated by reference.
20. Plaintiff formed a contract with Harleysville for purposes of providing Plaintiff with homeowner's insurance coverage. Harleysville breached this contract by failing to

perform its duty of paying the full value of Plaintiff's loss in this claim.

21. Additionally, as part of its contract with Plaintiff, Harleysville owed Plaintiff a duty of good faith and fair dealing that is inherent in all contracts formed in South Carolina.
22. Harleysville's failure to timely investigate Plaintiff's claim or to promptly communicate with Plaintiff about the claim are breaches of this implied duty of good faith and fair dealing.
23. As a direct and proximate result of Harleysville's various breaches of its contact with Plaintiff, Plaintiff's home has remained in a state of disrepair and accumulated more and more damage.

WHEREFORE, Plaintiff Willie Flood demands a jury trial and judgment against Defendants for actual and punitive damages to be determined by the Court as will fully compensate Plaintiff for his injuries and damages, for attorneys' fees and the costs of this action, and for such other relief as this Court deems just and equitable.

THE ALLEN LAW FIRM, P.A.

By:



David K. Allen

P.O. Box 3241(29171)

519 Meeting Street

West Columbia, SC 29169

(803) 764 - 2328

ATTORNEY FOR PLAINTIFF

West Columbia, South Carolina
August 10, 2015

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FILED
WINGO B. CLARK
CLERK OF COURT
ORANGEBURG, SC



EXHIBIT A

ATTEST: TRUE COPY

Wingo B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

Harleysville, PA 19033-2201

www.harleysville.com

(215)256-5000

HOA964947


Harleysville

Named Insured:

Willie & Carol Flood
PO Box 2345
Orangeburg SC 29116

Policy Term: 05/05/12 to 05/05/13
12:01 AM Standard Time
Issue Date: 05/06/12
Reason for Issue: Policy Change
Change Effective: 05/06/12

For assistance please contact your agent
ROBERT BRYANT & SON INC
at 803-631-3634

(Agent Code 39-6908)

COVERAGES & LIMITS**Section I - Property**

A - Dwelling	\$242,000
B - Other Structures	\$24,200
C - Personal Property	\$181,500
D - Loss of Use	\$48,400

Section II - Liability

E - Personal Liability	\$300,000	Per Occurrence
F - Medical Payments	\$5,000	Per Person

POLICY PREMIUMS

Basic Coverages	\$1,741.00
Increased Liability	\$26.00

DEDUCTIBLES

\$ 500 deductible applies to loss covered by Section I

DISCOUNTS

Loss Free Discount	\$85.00-
Protective Device Credit	\$35.00-
Escaped Liquid Fuel Limitation	\$16.00-
Mature Homeowner	\$32.00-

TOTAL POLICY PREMIUM \$1,599.00**CHANGE IN PREMIUM** \$0.00**INSURED LOCATION**

144 Timrose Lane
Orangeburg
29115

RATING INFORMATION

Frame construction
Protection Class 5
Not more than 5 feet from a fire hydrant
Heating Update Year - 2005
Fire district tax code : 56438

One family
Built in 1974
SC Territory 66
Dwelling is located in Orangeburg County
Located in Fire District Orangeburg

Continued on reverse side

F-3059J (0600)

Direct Bill

AGENT'S COPY

PAGE 1

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ORANGEBURG, SC

EXHIBIT B

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Wingia B. Clark

CLERK OF COURT
ORANGEBURG COUNTY SC

INTERIOR

**Capstone ISG**

P.O. Box 3308
Irmo, SC 29063
Cell: 910-740-3188
Fax: 863-233-1345

Insured: Willie Flood
Property: 144 Timmer Lane
Orangeburg, SC 29116

Home: (803) 596-9806

Claim Rep.: David Stephens
Business: P.O. Box 3452
North Myrtle Beach, SC 29582

Cellular: (910) 740-3188
E-mail: dstephens@capstoneisg.com

Estimator: David Stephens
Business: P.O. Box 3452
North Myrtle Beach, SC 29582

Cellular: (910) 740-3188
E-mail: dstephens@capstoneisg.com

Reference:
Company: Harleysville Mutual Insurance Company
Business: 355 Maple Avenue
Harleysville, PA 19438

Business: (215) 256-8900

Contractor:
Company: ServPro
Business: Orangeburg, SC

Claim Number: S1-096744

Policy Number: HQA964947

Type of Loss: Hall

Date Contacted: 10/9/2012

Date of Loss: 10/8/2012

Date Received: 10/9/2012

Date Inspected: 10/11/2012

Date Entered: 10/12/2012 3:46 PM

Price List: SOCH7X OCT12
Restoration/Service/Remodel
Estimate: WILLIEFLOOD-INTERIOR

NOTICE: This is a repair only. The insurance policy may contain provisions that will reduce any payments that might be made. This is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. No adjuster or appraiser has the authority to authorize repair or guarantee payment. The insurer assumes no responsibility for the quality of repairs that might be made.

A copy of this document does not constitute a settlement of this claim. The figures enclosed herein are subject to insurance company approval.

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.



Capstone ESG

P.O. Box 3308
 Irmo, SC 29063
 Cell: 910-740-3188
 Fax: 803-233-1345

WILLIEFLOOD-INTERIOR

Living Room

Main Level

91079.24
 - depm
 978.43
 91014.60

Living Room

Height: 8'

DESCRIPTION	QNTY	UNIT COST	TOTAL
5. Acoustic ceiling (popcorn) texture	433.64 SF @	1.89 =	472.67
6. Seal/prime acoustic ceiling (popcorn) texture	433.64 SF @	0.43 =	186.47
7. Paint acoustic ceiling (popcorn) texture - 1 coat	433.64 SF @	0.50 =	216.82
8. Mask per square foot for drywall or plaster work	668.00 SF @	0.16 =	106.88
9. Final cleaning - construction - Residential	433.64 SF @	0.22 =	95.40

Grand Total Areas:

668.00 SF Walls
 433.64 SF Floor
 0.00 SF Long Wall

433.64 SF Ceiling
 48.18 SY Flooring
 0.00 SF Short Wall

1,101.64 SF Walls and Ceiling
 83.50 LF Floor Perimeter
 83.50 LF Ceil. Perimeter

433.64 Floor Area
 775.50 Exterior Wall Area

461.92 Total Area
 86.17 Exterior Perimeter of Walls

668.00 Interior Wall Area

0.00 Surface Area
 0.00 Total Ridge Length

0.00 Number of Squares
 0.00 Total Hip Length

0.00 Total Perimeter Length

WILLIEFLOOD-INTERIOR

10/22/2012

Page: 2

V 845-412
87776CAPSTONE
INC. Capstone ISGP.O. Box 3308
Irmo, SC 29063
Cell: 916-740-3188
Fax: 803-233-1345

Summary for Dwelling

Line Item Total		1,078.24
Material Sales Tax	@ 7.000%	14.79
Replacement Cost Value		<u>\$1,093.03</u>
Less Depreciation		<u>(78.43)</u>
Actual Cash Value		<u>\$1,014.60</u>
Less Deductible		<u>(500.00)</u>
Net Claim		<u><u>\$514.60</u></u>
Total Recoverable Depreciation		<u>78.43</u>
Net Claim if Depreciation is Recovered		<u><u>\$593.03</u></u>

David Stephens

**Capstone ISG**

P.O. Box 3308
 Irmo, SC 29063
 Cell: 910-740-3188
 Fax: 803-233-1345

Recap by Room**Estimate: WILLIEFLOOD-INTERIOR****Area: Living Room****Area: Main Level****Living Room**

1,078.24 100.00%

Area Subtotal: Main Level

1,078.24 100.00%

Area Subtotal: Living Room

1,078.24 100.00%

Subtotal of Areas

1,078.24 100.00%

Total

1,078.24 100.00%

WILLIEFLOOD-INTERIOR

10/22/2012

Page: 4

CAPSTONE
ISG

Capstone ISG

P.O. Box 1308
 Irmo, SC 29063
 Cell: 910-740-3188
 Fax: 803-293-1343

Recap by Category with Depreciation

Items	RCV	Deprec.	ACV
	95.40		95.40
CLEANING	125.76		125.76
GENERAL DEMOLITION	453.79	15.12	438.67
DRYWALL	483.29	62.16	341.13
PAINTING			
Subtotal	1,078.24	77.28	1,000.96
Material Sales Tax @ 7.000%	14.79	1.15	13.64
Total	1,093.03	78.43	1,014.60

WILLIE FLOOD INTERIOR

10/22/2012

Page: 5

Roof



Capstone ISG

P.O. Box 3308
 Irmo, SC 29063
 Cell: 919-740-3188
 Fax: 803-233-1345

Insured: Willie Flood
 Property: 144 Timrose Lane
 Orangeburg, SC 29116

Home: (803) 596-9806

Claim Rep.: David Stephens
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 North Myrtle Beach, SC 29582

Cellular: (910) 740-3188
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Estimator: David Stephens
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Reference:
 Company: Harleysville Mutual Insurance Company
 Business: 355 Maple Avenue
 Harleysville, PA 19438

Business: (215) 256-5800

Contractor:
 Company: ServPro
 Business:
 Orangeburg, SC

Claim Number: S1-096744

Policy Number: HOA964947

Type of Loss: Hail

Date Contacted: 10/9/2012
 Date of Loss: 10/8/2012
 Date Inspected: 10/11/2012

Date Received: 10/9/2012
 Date Entered: 10/12/2012 3:46 PM

Price List: SOCH7X_OCT12
 Restoration/Service/Remodel
 Estimate: WILLIE FLOOD-ROOF

NOTICE: This is a repair only. The insurance policy may contain provisions that will reduce any payments that might be made. This is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. No adjuster or appraiser has the authority to authorize repair or guarantee payment. The insurer assumes no responsibility for the quality of repairs that might be made.

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Capstone ISG

P.O. Box 3308
 Inmo, SC 29063
 Cell: 910-740-9188
 Fax: 803-233-1345

WILLIE FLOOR-ROOF

Roof

Main Level

4498.06

Roof1

DESCRIPTION	QNTY	UNIT COST	TOTAL
1. 3 tab - 25 yr. - composition shingle roofing - incl. felt	1.37 SQ @	34.16 =	46.80
2. 3 tab - 25 yr. - composition shingle roofing - incl. felt	2.00 SQ @	163.79 =	327.58
3. Roofing felt - 15 lb.	1.37 SQ @	19.74 =	27.04
4. Sheathing - waterboard - 1/2"	64.00 SF @	1.51 =	96.64

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
271.73 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
2,856.65 Surface Area	28.57 Number of Squares	300.48 Total Perimeter Length
105.67 Total Ridge Length	0.00 Total Hip Length	

WILLIE FLOOR-ROOF

18/22/2012

Page: 2



Capstone ISG

P.O. Box 3308
Irmo, SC 29063
Cell: 910-740-3188
Fax: 803-233-1345

Summary for Dwelling

Roof

Line Item Total		498.06
Material Sales Tax	@ 7.000%	14.66
Replacement Cost Value		\$512.72
Less Deductible		(500.00)
Net Claim		<u>52.72</u>

David Stephens

WILLIFLOOD-ROOF

10/22/2012

Page: 3

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EXHIBIT C

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ORANGEBURG, SC



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Wingji B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

PROPOSAL

For Quality Homes
Call Steve Welch For Free Estimates
45 Yrs. Experience
Only Quality Will Stand The Test Of Time

Office: (281) 579-2675
Mobile: (843) 387-4656

Billg 843-250-6019

Proposal Submitted To:

Work To Be Performed At:

Name <u>Ron</u>	Street _____
Street <u>144 Ten Rose</u>	City _____
City <u>Orangeburg</u>	Date of Plans <u>10/13/12</u> Architect _____
State <u>SC</u> Zip <u>29110</u> Telephone No. <u>290-1518</u>	

*Remove shingles - Repair chimney - Reset SW. Dist
Replace 3 Pipe Boots 25yr 3-7yr 5900.00*

Limited Warranty - 1 Year

*Whap House siding - 5099.00 - Facial - Pouch Ceiling
23.00 - Not Windows - Not on side Pouch*

We propose hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:

_____ Dollars (\$ _____)

Payable as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner to standard practices. Any alterations or deviations from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature _____

NOTE - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

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CLERK OF COURT
ORANGEBURG, SC



EXHIBIT D

ATTEST: TRUE COPY

Winnie B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

BID MEMO

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BID MEMO